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EXAMINER

FRENEL, VANEL

ART UNIT

PAPER NUMBER

3626

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Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/577,386

Applicant(s)

LESSWING ET AL.

Examiner

Vanel Frenel

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 07 August 2000.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-59 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-59 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____
- 4) ☐ Interview Summary (PTO-413) Paper No(s). _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other:

DETAILED ACTION

Notice to Applicant

1. This communication is in response to the application filed 05/23/00. Claims 1-59 are pending.

Claim Rejections - 35 USC § 101

2. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

3. Claims 1- 11, 12-23 and 40-52 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

The basic of this rejection is set forth in a two-prong test of:

- (1) whether the invention is within the technological arts; and
- (2) whether the invention produces a useful, concrete, and tangible result.

For a claimed invention to be statutory, the claimed invention must be within the technological arts. Mere ideas in the abstract (i.e., abstract idea, law of nature, natural phenomena) that do not apply, involve, use or advance the technological arts fail to promote the "progress of science and the useful of arts" (i.e., the physical sciences as opposed to social sciences, for example) and therefore are found to be non-statutory subject matter. For a process claim to pass muster, the recited process must somehow apply, involve, use, or advance the technological arts. In the present case, claims 1-11, 12-23, and 40-52 do not show any structure or functionality to suggest that a computer performs the recited steps.

Examiner respectfully suggests a common usage of terms such as "computer readable medium or a "computer system" are well taken to be within the statutory categories within 35 U.S.C. 101 and therefore recommends using such terminologies.

As such, the above deficiencies may be cured by simply explicitly reciting that the claimed method/process steps are embodied or implemented on a "computer readable medium or a "computer system" (as appropriate), provided Applicant show proper support for such recitations in the originally filed specification.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claims 1-59 are rejected under 35 U.S.C. 103(a) as being unpatentable over Tarter et al (5,704,044) in view of Bosco et al (5,191,522).

(A) As per claim 1, Tarter discloses a method of repricing a reimbursement claim (Col.13, lines 44-67 to Col.14, line 65) under at least one contract comprising:

converting each contract into a plurality of terms and a contract identifier code, each term, of the plurality of terms, containing qualification codes, calculation codes and at least two priority notes, and arranging the plurality of terms, of said contract, into a sequential series of terms (Col.15; lines 7-65);

converting the reimbursement claim into a series of claim lines, each claim line containing a claim code, a unit number and a corresponding charge (Col.15, lines 7-67); sequentially comparing each claim code, of the series of claim lines, against each qualification code, of the plurality of terms and when a claim code, of a claim line, is substantially equal to a qualification code, of a term, identifying said term as a matching term associated to said claim line (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

Tarter does not explicitly disclose determining any priority conditions associated to all of the matching terms, and eliminating any matching terms that are excluded by said priority conditions; and determining a reimbursement amount for the claim by processing the calculation codes of the non-eliminated matching terms.

However, these features are known in the art, as evidenced by Bosco. In particular, Bosco suggests determining any priority conditions associated to all of the matching terms, and eliminating any matching terms that are excluded by said priority conditions; and determining a reimbursement amount for the claim by processing the calculation codes of the non-eliminated matching terms (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Bosco within the system of Tarter with the motivation of providing a system which can operate more efficiently by limiting the access of each application program only to the appropriate data cluster, the entire

relational database does not have to be searched while running that program (See Bosco, Col.3, lines 15-23).

(B) As per claim 2, Tarter discloses the method wherein the priority conditions include: categorizing the terms, of the sequential series of terms, into pre-defined sections, wherein the pre-defined sections have a hierarchy that lists a pre-defined section having priority over another pre-defined section prior to said other pre-defined section (Fig.17A; Col.19; lines 40-67 to Col.20; line 38).

(C) As per claim 3, Tarter discloses the method wherein the priority conditions further include: arranging the terms, within each pre-defined section, by a reverse hierarchy, which sequential lists a term, having priority over another term, subsequent to said other term (Col.19, lines 40-67 to Col.20; line 38).

(D) As per claim 4, Tarter discloses the method wherein the step of sequentially comparing further includes: when a claim code, of a claim line, is substantially equal to a qualification code of a term, identifying the pre-defined section in which the term is categorized under as a governing pre-defined section for said claim line (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39);
sequentially comparing the claim code of said claim line, only against the qualification codes, of each term categorized under said governing pre-defined section (Fig.44A; Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39); and when the claim code of

said claim line is substantially equal to a qualification code, of a term categorized under said governing pre-defined section, identifying said term as a matching term associated to said claim line (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

(E) As per claim 5, Tarter discloses the method wherein the step of determining the reimbursement amount includes: determining a reimbursement charge for each claim line associated to a non-eliminated matching term (Col.5, lines 38-67 to Col.6, line 31); and adding the reimbursement charges for said claim lines, whereby the reimbursement amount for the claim is the addition of the reimbursement charges (Col.5, lines 38-67 to Col.6, line 31).

(F) As per claim 6, Tarter discloses the method wherein when a priority note, of a non-eliminated matching term, indicates that the calculation codes, of said non-eliminated matching term, apply to the entire claim, making the reimbursement amount for the claim equal to the reimbursement charge for the claim line associated to said non-eliminated matching term (Col.5, lines 38-67 to Col.6, line 31).

(G) As per claim 7, Tarter discloses the method wherein when a term, indicates that the calculation codes, of said term, apply to the reimburse amount of the claim, the method further including: determining the reimbursement amount of said claim (Col.13, lines 44-67 to Col.14, line 65; and when the qualifications of said term are satisfied, re-calculating the reimbursement amount based upon the calculation codes of said term (Col.13, lines 44-67 to Col.14, line 65).

(H) As per claim 8, Tarter discloses the method wherein the step of converting the claim further includes the step of associating the claim to a claim identifier code (Col.37, lines 24-67 to Col.38, line 67; Col.44; lines 30-67).

(I) As per claim 9, Tarter discloses the method further including: comparing the claim identifier code, against the contract identifier code, of each contract, and when the claim identifier code is substantially equal to a contract identifier code, of a contract, identifying said contract as a governing contract, wherein the repricing of said claim is repriced only against said governing contract (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

(J) As per claim 10, Tarter discloses the method wherein the step of repricing the claim against said governing contract further includes: when at least two contracts are identified as governing contracts, repricing said claim against each governing contract creating a list of governing reimbursement amounts (Col.39, lines 1-67 to Col.40; line 67).

(K) As per claim 11, Tarter discloses the method further comprising: determining a lowest governing reimbursement amount, of the list of governing reimbursement amounts, wherein the lowest governing reimbursement amount is the reimbursement amount of said claim (Col.44; lines 30-48).

(L) As per claim 12, Tarter discloses a method of repricing at least one reimbursement claim, for medical services, under at least one contract (Col.13, lines 44-67 to Col.14, line 65) comprising: inputting into a platform, each contract, of the at least one contract,

each contract containing a contract identifier code and a series of contractual terms, each contractual term being defined by qualification codes, calculation codes and at least one priority note (Col.13, lines 44-67 to Col.14, line 65); inputting into a platform, each claim, of the at least one claim, each claim containing a second identifier code and a series of claim lines, wherein each claim line being defined by a claim code, a unit number and a corresponding charge (Col.15, lines 7-67; Col.20; lines 39-67 to Col.21; line 50).

Tarter does not explicitly disclose requesting a platform to reprice a claim, of the at least one claim, by determining a reimbursement amount for said claim; and requesting a platform to display the reimbursement amount for said repriced claim.

However, these features are known in the art, as evidenced by Bosco. In particular, Bosco suggests requesting a platform to reprice a claim, of the at least one claim, by determining a reimbursement amount for said claim (Col.9, lines 53-68 to Col.10, line 5); and requesting a platform to display the reimbursement amount for said repriced claim (See Bosco, Col.9, lines 53-68 to Col.10, line 5).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Bosco within the system of Tarter with the motivation of providing a system which can operate more efficiently by limiting the access of each application program only to the appropriate data cluster, the entire relational database does not have to be searched while running that program (See Bosco, Col.3, lines 15-23).

(M) As per claim 13, Bosco discloses the method wherein the step of determining a reimbursement amount includes: comparing each claim code, of the claim, against each qualification code, of each contractual term, of a contract (Col.9, lines 53-68 to Col.10, line 5); when a qualification code, of a contractual term, is satisfied by a claim code, of a claim line, identifying said contractual term as a matching contractual term associated to said claim line, and creating a list of all matching contractual terms (Col.13, lines 54-68 to Col.14, line 9); determining any priority conditions associated to the matching contractual terms, and eliminating any matching contractual terms, from said list of matching terms that are excluded by said priority conditions (Col.9, lines 53-68 to Col.10, line 5); and determining a reimbursement charge for each claim line associated to a non-eliminated matching term, and adding the reimbursement charges for said claim lines, wherein the reimbursement amount for the claim is the addition of said reimbursement charges (Col.9, lines 53-68 to Col.10, line 5).

(N) As per claim 14, Tarter discloses the method wherein the priority conditions further includes: categorizing the contractual terms, of each contract, into a set of sequentially listed pre-defined sections, wherein the pre-defined sections have a hierarchy that lists a pre-defined section, having priority over another pre-defined section, before said other pre-defined section (Fig.17A; Col.19; lines 40-67 to Col.20; line 38).

(O) As per claim 15, Bosco discloses the method wherein the priority conditions further includes: arranging the contractual terms, categorized in each pre-defined

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section, in a reverse hierarchy, wherein a contractual term having priority over another contractual term is listed subsequent said other contractual term (Col.9, lines 53-68 to Col.10, line 5).

(P) As per claim 16, Tarter discloses the method wherein the step of comparing each claim code against each qualification code includes: when the claim further contains a claim priority condition, comparing each claim code only against qualification codes, of contractual terms listed in pre-defined sections that satisfy the claim priority condition (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

(Q) As per claim 17, Tarter discloses the method wherein the priority conditions include a claim priority condition which eliminates any matching contractual terms that is listed in a predefined section that is excluded by the claim priority condition (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

(R) As per claim 18, Tarter discloses the method wherein when one of the priority notes associated to a matching contractual term indicates that said matching contractual term reprices the entire claim, eliminating all other matching contractual terms (Col.5, lines 18-67 to Col.6, line 32).

(S) As per claim 19, Tarter discloses the method wherein the reverse hierarchy is determined by the priority notes associated to each contractual term, categorized in a pre-defined section (Fig.17A; Col.19; lines 40-67 to Col.20; line 67).

(T) As per claim 20, Tarter discloses the method wherein the step of repricing further includes: comparing the claim identifier code against the contract identifier code, of each contract, wherein when the claim identifier code is substantially equal to a contract identifier code, of a contract, identifying said contract as a governing contract (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39); and determining a reimbursement amount of the claim only against the governing contract (Col.5, lines 18-67 to Col.6, line 32).

(U) As per claim 21, Tarter discloses the method wherein the step determining a reimbursement amount for the claim against the governing contract includes: when at least two contracts are identified as governing contracts, repricing said claim against each governing contract creating a list of governing reimbursement amounts, wherein the reimbursement amount of said claim is the lowest governing reimbursement amount (Col.43, lines 58-67 to Col.44; lines 30-48).

(V) As per claim 22, Bosco discloses the method further including: storing the reimbursement amount of a claim and storing said claim as a repriced claim (Col.19, lines 33-68 to Col.20, line 59).

(W) As per claim 23, Bosco discloses the method wherein prior to determining the reimbursement amount for a claim the method including: comparing the claim identifier code, of said claim, against the claim identifier codes, of all stored repriced claims (Col.19, lines 33-68 to Col.20, line 59); when the claim identifier code, of said claim is substantially equal to the claim identifier codes, of a stored repriced claim, creating a bundled claim having the combined claim lines of the claim lines of said claim with the claim lines of said repriced claim (Col.19, lines 33-68 to Col.20, line 68); determining the reimbursement amount of the bundled claim, instead of determining the reimbursement amount of said claim (Col.9, lines 53-68 to Col.10, line 52); and rewriting the reimbursement amount of the stored repriced claim with the reimbursement amount of the bundled claim and rewriting the stored claim with the bundled claim (Col.19, lines 33-68 to Col.20, line 59).

(X) Claim 24 differs from claims 1 and 12 by reciting an article of manufacture comprising: a computer usable medium having computer readable program code.

As per this limitation, it is noted that Tarter embodied therein for repricing a reimbursement claim against at least one contract, said claim containing a claim identifier, a plurality of claim lines and a total charge, said contract containing a contract identifier and a plurality of contractual terms, the computer readable program code means in the article of manufacture (Col.1, lines 19-67 to Col.2, line 67; Col.13, lines 44-67 to Col.14, line 65) comprising: computer readable program code means for

causing a computer to generate a rate sheet which represents a contract, of the at least one contract, the rate sheet containing one or more rate terms that represent the contractual terms of said contract, and containing a rate identifier code that represents the contract identifier of said contract (Col.13, lines 44-67 to Col.14, line 65); computer readable program code means for causing a computer to generate the claim, the claim having a claim identifier codes and a series of claim lines, each claim line including a claim code, a unit number and a code charge (Col.15, lines 7-67 to Col.16, line 31); computer readable program code means for causing a computer to reprice the claim against a rate sheet, and to generate and assign a reimbursement amount to said repriced claim (Col.15, lines 7-67 to Col.16, line 31) and Bosco discloses computer readable program code means for causing a computer to graphically display the reimbursement amount of the repriced claim, and a difference between the total charge of the claim and the reimbursement amount of the repriced claim (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68).

Thus, it is readily apparent that these prior art systems utilize a computer readable program code to perform their specific function.

The remainder of claim 24 is rejected for the same reasons given above for claims 1 and 12, and incorporated herein.

(Y) As per claim 25, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to generate a rate sheet further includes: computer readable program code means for causing a computer to assign

qualification codes, calculation codes and at least one priority note to each rate term, and to arrange said rate terms into a sequential series of terms (Col.13, lines 1-67 to Col.14, line 67; Col.15, lines 1-39).

(Z) As per claim 26, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to generate a rate sheet further includes: computer readable program code means for causing a computer to graphically convey the rate sheet by displaying the sequential series of terms in an English language representation (Col.4, lines 8-67 to Col.5, line 37).

(AA) As per claim 27, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to generate a rate sheet further includes: computer readable program code means to generate and display each rate term as a English language paragraph with a series of data entry panels interspersed in the paragraph, the data entry panels prompting a user to define the calculation codes, qualification codes and priority codes for each rate term (Col.4, lines 8-67 to Col.5, line 37).

(BB) As per claim 28, Tarter discloses the article of manufacture wherein the computer readable program code means for repricing the claim against a rate sheet further includes: computer readable program code means causing a computer to sequentially compare each claim code, included in the series of claim lines, against each qualification

code, of each rate term (Col.4, lines 8-67 to Col.5, line 37; Col.13, lines 1-67 to Col.14, line 35); and when a claim code of a claim line is substantially equal to a qualification code, of a rate term, the computer readable program code means causing a computer to identify said rate term as a matching rate term associated to said claim line (Col.4, lines 8-67 to Col.5, line 37; Col.13, lines 1-67 to Col.14, line 35); computer readable program code means causing a computer to determine any priority conditions associated to the matching rate terms and to eliminate any matching rate terms that are excluded by said priority conditions defining a series of remaining matching rate terms (Col.4, lines 8-67 to Col.5, line 37; Col.13, lines 1-67 to Col.14, line 35); and computer readable program code means causing a computer to compute the reimbursement amount from the calculation codes of the remaining matching rate terms (Col.4, lines 8-67 to Col.5, line 37; Col.13, lines 1-67 to Col.14, line 35).

(CC) As per claim 29, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to generate a rate sheet further includes: computer readable program code means to categorize the rate terms, of the rate sheet, in pre-defined sections, the pre-defined sections have a hierarchy sequence that assigns priority conditions to the rate terms categorized therein (Col.13, lines 1-67 to Col.14, line 35).

(DD) As per claim 30, Tarter discloses the article of manufacture wherein the article of manufacture computer readable program code means causing a computer to assign

priority conditions to the priority codes of the rate terms categorized within one of the pre-defined sections, said priority conditions defining a priority sequence of said rate terms (Col.13, lines 1-67 to Col.14, line 35).

(EE) As per claim 31, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to sequentially compare each claim code further includes: when a claim code, of a claim line, is substantially equal to a qualification code, of a rate term, the computer readable program code means causing a computer to identify the pre-defined section in which the rate term is categorized under as a governing pre-defined section for said claim line (Col.13, lines 1-67 to Col.14, line 35); computer readable program code means causing a computer to sequentially compare the claim code of said claim line, against only the qualification codes, of each rate term categorized under said governing pre-defined section (Col.13, lines 1-67 to Col.14, line 67); and when the claim code of said claim line is substantially equal to a qualification code, of a term categorized under said governing pre-defined section, the computer readable program code means causing a computer to identify said term as a matching term associated to said claim line (Col.13, lines 1-67 to Col.14, line 67).

(FF) As per claim 32, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means causing a computer to compare the claim identifier against the rate identifier code and to identify a

rate sheet as a governing rate sheet which has a rate identifier code substantially equal to the claim identifier (Col.15, lines 1-67 to Col.16, line 31); and computer readable program code means causing a computer to reprice the claim only against a governing rate sheet (Col.15, lines 1-67 to Col.16, line 31).

(GG) As per claim 33, Tarter discloses the article of manufacture wherein the article of manufacture further includes: when at least two rate sheets are identified as governing rate sheets, computer readable program code means causing a computer to reprice the claim against each governing rate sheet and to create a list of governing reimbursement amounts (Col.14, lines 24-67 to Col.15, line 67; Col.16, lines 1-31).

(HH) As per claim 34, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means causing a computer to receive an input from an user to direct the computer to assign either the highest or lowest governing reimbursement amount, from the list of governing reimbursement amounts, as the reimbursement amount of the repriced claim (Col.43, lines 58-67 to Col.44; lines 30-48).

(II) As per claim 35 the article of manufacture wherein the article of manufacture computer further includes : computer readable program code means for causing a computer to store in a repriced claim storage location a repriced claim along with the reimbursement amount of said repriced claim, said repriced claim includes the claim

identifier code and claim lines associated to said repriced claim (Col.43, lines 58-67 to Col.44; lines 30-48).

(JJ) As per claim 36, Tarter discloses the article of manufacture wherein the article of manufacture computer readable program code means for causing a computer to compare the claim identifier code, of a claim, against the claim identifier code, of each repriced claim, stored in the repriced claim storage location; then the claim identifier code, of said claim, is substantially equal to the claim identifier code, of a repriced claim, the computer readable program code means causing a computer to combine the claim lines of said claim with the claim lines of said repriced claim to create a bundled claim (Col.25, lines 60-67 to Col.26; line 67); and computer readable program code means for causing a computer to reprice the bundled claim and rewrite said repriced claim with the repriced bundled claim (Col.25, lines 60-67 to Col.26; line 67).

(KK) As per claim 37, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means causing a computer to store in a rate sheet storage location the calculation codes, qualification codes and priority codes of a rate sheet (Col.28, lines 1-67 to Col.29, line 67).

(LL) As per claim 38, Bosco discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means causing a computer to store in a claim storage location the claim lines of a claim (Col.19, lines 33-68 to Col.20, line 59).

(MM) As per claim 39, Tarter discloses the article of manufacture wherein the article of manufacture includes: computer readable program code means causing a computer to store in an identifier storage location a plurality of identifier codes substantially equal to the rate identifier codes, of each rate sheet, and the claim identifier codes, of each claim (Col.37, lines 24-67 to Col.38, line 44); and computer readable program code means causing a computer to logically link each claim having a claim identifier code and each rate sheet having a rate identifier code that are substantially equal to a single identifier code, of the plurality of identifier codes (Col.37, line 1-67 to Col.38, line 67); and computer readable program code means causing a computer to receive inputs from a user, said inputs to cause the computer to access the identifier storage location and to change an identifier code, of the plurality of identifier codes, whereby each claim and each rate sheet logically linked to said identifier code is automatically changed (Col.37; lines 23-67 to Col.38; Col.39; lines 1-61).

(NN) Claim 40 differs from claims 1, 12, and 24 by reciting (1) each claim containing at least one claim line, each claim line being defined by claim codes, a unit number and a corresponding charge, and (2) each contract containing at least one contractual term.

As per this limitation, it is noted that Tarter discloses a method for repricing a reimbursement claim against under at least one contract (Col.13, lines 44-67 to Col.14, line 65), each contractual term being defined by qualification codes, calculation codes, the method for repricing comprising: comparing each claim code, of the claim, against

each qualification code, of each contractual term, of a contract (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39); when a qualification code, of a contractual term, is satisfied by a claim code, of a claim line, identifying said contractual term as a matching contractual term associated to said claim line, and creating a list of all matching contractual terms (Col.13, lines 44-67 to Col.14, line 67) and Bosco discloses determining any priority conditions associated to the matching contractual terms, and eliminating any matching contractual terms, from said list of matching terms that are excluded by said priority conditions (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68); and determining a reimbursement charge for each claim line associated to a non-eliminated matching term, and adding the reimbursement charges for said claim lines, wherein the reimbursement amount for the claim is the addition of said reimbursement charges (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68).

Thus, it is readily apparent that these prior art systems utilize one contractual term to perform their specific function.

The remainder of claim 40 is rejected for the same reasons given above for claims 1,12 and 24, and incorporated herein.

(OO) As per claim 41, Tarter discloses the method further comprising: storing each contract on a network contract storage location, the network storage location containing a plurality of contract sets, each contract set associated to a set identifier, each contract further including a contract identifier and a set identifier, wherein each contract

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containing a set identifier substantially equal to a set identifier of a contract set, is stored within said contract set (Col.2, lines 1-67 to Col.3, line 30); identifying each claim with a set identifier and a claim identifier (Col.3; lines 32-67); comparing the set identifier of a claim against the set identifier, of each contract set, when the set identifier of a claim is substantially equal to the set identifier of a contract set, identifying said contract set as a governing contract set (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39); comparing the claim identifier of said claim against the contract identifiers of each contract, stored within said governing contract set, and when the claim identifier of said claim is substantially equal to the contract identifier of a contract, stored within said governing contract set, identifying said contract as a governing contract (Col.2, lines 1-67 to Col.3, line 30); and determining the reimbursement amount of said claim only against said governing contract (Col.3, lines 1-67).

(PP) As per claim 42, Tarter discloses the method wherein the priority conditions further includes: categorizing the contractual terms, of each contract, into a set of sequentially-listed pre-defined sections, wherein the pre-defined sections have a hierarchy that lists a pre-defined section, having priority over other pre-defined sections, before said other pre-defined sections (Fig.17A; Col.19; lines 40-67 to Col.20; line 38).

(QQ) As per claim 43, Tarter discloses the method wherein the priority conditions further includes: arranging the contractual terms, categorized in each pre-defined section, in a reverse hierarchy, wherein a contractual term having priority over other

contractual terms is listed subsequent said other contractual terms (Col.19, lines 40-67 to Col.20; line 38).

(RR) As per claim 44, Tarter discloses the article of manufacture wherein the computer readable program code means for causing a computer to sequentially compare each claim code further includes: when a claim code, of a claim line, is substantially equal to a qualification code, of a contractual term, the computer readable program code means causing a computer to identify the pre-defined section in which the contractual term is categorized under as a governing pre-defined section for said claim line (Col.13, lines 1-67 to Col.14, line 35); computer readable program code means causing a computer to sequentially compare the claim code of said claim line, against only the qualification codes, of each contractual term categorized under said governing pre-defined section (Col.13, lines 1-67 to Col.14, line 67); and when the claim code of said claim line is substantially equal to a qualification code, of a term categorized under said governing pre-defined section, the computer readable program code means causing a computer to identify said contractual term as a matching contractual term associated to said claim line (Col.13, lines 1-67 to Col.14, line 67).

(SS) As per claim 45, Tarter discloses the method wherein the priority conditions include a claim priority condition which eliminates any matching contractual terms that is listed in a predefined section that is excluded by the claim priority condition (Col.13, lines 44-67 to Col.14, line 67; Col.15, lines 1-39).

(TT) As per claim 46, Tarter discloses the method wherein when one of the priority notes associated to a matching contractual term indicates that said matching contractual term reprices the entire claim, eliminating all other matching contractual terms (Col.5, lines 18-67 to Col.6, line 32).

(UU) As per claim 47, Tarter discloses the method wherein the reverse hierarchy is determined by the priority notes associated to each contractual term, categorized in a pre-defined section (Fig.17A; Col.19; lines 40-67 to Col.20; line 67).

(VV) As per claim 48, Tarter discloses the method wherein the step of repricing further includes: comparing the claim identifier code against the contract identifier code, of each contract, wherein when the claim identifier code is substantially equal to a contract identifier code, of a contract, identifying said contract as a governing contract (Col.2, lines 1-67 to Col.3, line 30); and determining a reimbursement amount of the claim only against the governing contract (Col.3, lines 1-67).

(WW) As per claim 49, Tarter discloses the method wherein the step determining a reimbursement amount for the claim against the governing contract includes: when at least two contracts are identified as governing contracts, repricing said claim against each governing contract creating a list of governing reimbursement amounts, wherein the reimbursement amount of said claim is the lowest governing reimbursement amount (Col.43, lines 58-67 to Col.44; lines 30-48).

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(XX) As per claim 50, Bosco discloses the method further including: storing the reimbursement amount of a claim and storing said claim as a repriced claim (Col.19, lines 33-68 to Col.20, line 59).

(YY) As per claim 51, Bosco discloses the method wherein prior to determining the reimbursement amount for a claim the method including: comparing the claim identifier code, of said claim, against the claim identifier codes, of all stored repriced claims (Col.19, lines 33-68 to Col.20, line 59); when the claim identifier code, of said claim is substantially equal to the claim identifier codes, of a stored repriced claim, combining the claim lines of said claim with the claim line of said repriced claim creating a bundled claim (Col.19, lines 33-68 to Col.20, line 68); determining the reimbursement amount of the bundled claim, instead of determining the reimbursement amount of said claim (Col.9, lines 53-68 to Col.10, line 52); and rewriting the reimbursement amount of the stored repriced claim with the reimbursement amount of the bundled claim and rewriting the stored claim with the bundled claim (Col.19, lines 33-68 to Col.20, line 59).

(ZZ) As per claim 52, Tarter discloses the method further comprising: tracking the priority conditions associated to the non-eliminated matching terms (Col.5, lines 18-67 to Col.6, line 32); and displaying said priority conditions along with the reimbursement

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charge of the claim lines associated with said non-eliminated matching terms (Col.3, lines 10-67).

(AAA) Claim 53 differs from claims 1, 12, 24, and 40 by reciting computer readable program code embodied therein for configuring a contract.

As per this limitation, it is noted that Tarter discloses an article of manufacture comprising: a computer usable medium containing contractual terms, for repricing a reimbursement claim (Col.1, lines 19-67 to Col.2, line 67; Col.13, lines 44-67 to Col.14, line 65) the computer readable program code means in the article of manufacture comprising: computer readable program code means for causing a computer to generate a rate sheet representing the contractual terms of said contract, the rate sheet containing identifier codes, and one or more rate terms (Col.13, lines 44-67 to Col.14, line 65) and Bosco discloses a computer readable program code means for causing a computer to arrange the rate terms in a sequential series of terms; and computer readable program code means for graphically conveying the rate sheet by displaying the sequential series of terms in an English language representation (See Bosco, Col.9; lines 1-67; Col.19, lines 58-67 to Col.20, line 68).

Thus, it is readily apparent that these prior art systems utilize computer readable program code embodied therein for configuring a contract to perform their specific function.

The remainder of claim 53 is rejected for the same reasons given above for claims 1, 12, 24 and 40, and incorporated herein.

(BBB) As per claim 54, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means to generate and display each rate term as a English language paragraph with a series of data entry panels interspersed in the paragraph, the data entry panels prompting a user to define calculation codes, qualification codes and priority codes for each rate term (Col.4, lines 8-67 to Col.5, line 37).

(CCC) As per claim 55, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means to categorize the rate terms, of the rate sheet, in pre-defined sections, wherein the pre-defined sections have a pre-defined hierarchy sequence that assigns a priority to the rate terms categorized therein when repricing a claim (Col.43, lines 58-67 to Col.44; lines 30-48).

(DDD) As per claim 56, Tarter discloses the article of manufacture wherein the English language paragraph describes the qualification and calculation of the rate term when repricing a medical reimbursement claim (Col.44; lines 30-48).

(EEE) As per claim 57, Tarter discloses the article of manufacture wherein the priority codes define a priority sequence to the rate terms within a pre-defined section, of said pre-defined sections (Fig.17A; Col.19; lines 40-67 to Col.20; line 38).

(FFF) As per claim 58, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means to permit a user to edit the calculation codes, qualification codes and priority codes of a rate term of the rate sheet (Col.28, lines 1-67 to Col.29, line 67).

(GGG) As per claim 59, Tarter discloses the article of manufacture wherein the article of manufacture further includes: computer readable program code means to store a rate sheet, in a data center containing a plurality of networks, each network containing a plurality of rate sheets, similarly configured (Col.2, lines 1-67 to Col.3, line 30); and when the identifier codes of a rate sheet identifier a specific network, of the plurality of networks, the computer readable program code means stores said rate sheet in the specific network (Col.2, lines 1-67 to Col.3, line 30);

Conclusion

6. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. The cited but not applied art teaches system and method for supporting delivery of health care (6,012,035), automated data integrity auditing system (6,542,905) and collapsible flowsheet for displaying patient information in an electronic medical record (5,950,168).

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Vanel Frenel whose telephone number is 703-305-4952. The examiner can normally be reached on 6:00am-5:00pm.


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If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on 703-305-9643. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-7687 for regular communications and 703-305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

V.F
V.F

August 24, 2003


JOSEPH THOMAS
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